

Waverly

IBEW #288 (Police)

7/1/2006 6/30/2007

WAVERLY / IBEW # 288 (POLICE)

06-07

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF WAVERLY**  
**AND**  
**LOCAL UNION 288**  
**INTERNATIONAL BROTHERHOOD**  
**OF**  
**ELECTRICAL WORKERS**

**2006-2007**

**Public Safety Employees**

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AGREEMENT  
BETWEEN  
CITY OF WAVERLY  
AND  
LOCAL UNION NO. 288 PUBLIC SAFETY EMPLOYEES  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

This Collective Bargaining Agreement made and entered into as of the first day of July 2006, by and between the City of Waverly, Iowa, hereinafter known as the City, and Local Union No. 288 International Brotherhood of Electrical Workers, Public Safety Employees, hereinafter known as the Union.

**Section 1. Recognition**

A. The City hereby recognizes the Union as the certified exclusive bargaining representative of personnel employed by the City as set forth in the Amendment of Certification (Case No. 2527) issued by the Public Employment Relations Board on February 22, 1984 which is described as follows:

Included: All employees of the Police Department including all office clerical workers and all physical employees in those departments.

Excluded: Police Chief, all personal secretaries, and all employees excluded by Section 4 of the PERA.

B. Temporary and part-time employees as defined below shall not be subject to the terms of this Agreement:

1. Temporary employees: Those who are employed less than 120 calendar days per contract year.
2. Part-time employees: Those employees who are scheduled to work less than 30 hours per week.

If temporary employees work beyond the time period specified above, or if part-time employees regularly work more hours per week than specified above, they shall be considered as regular full-time employees and shall be subject to all provisions of this Agreement with their seniority dating from the date of hire.

C. The City and the Union shall jointly and mutually declare it to be their purpose and intent to carry out in good faith the provisions of this Labor Agreement.

D. The City shall recognize as stewards and committee members only those employees who are officially designated in writing by the Union. The Union shall recognize as official representatives of the city the departmental directors, city administrator and persons designated by them. A list of representative shall be provided by both parties to the other immediately upon designation or change in designation.

E. Should a representative of the Union not employed by the City, visit work during working hours he shall notify the department director involved. It is understood that the Union representative shall not unnecessarily interfere with the employee's work.

F. The use of the masculine gender or feminine gender in this agreement shall include both genders.

## **Section 2. Management Rights**

A. The City shall have, in addition to all powers, duties and rights established by constitutional provisions, statutes, ordinance power or special act the exclusive power, duty and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the City.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of government operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the City's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the City.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the City by law.

B. The City reserves the right to promulgate reasonable rules and regulations in order to properly manage the affairs of the City, provided that such rules and regulations are not inconsistent with the provisions of this Labor Agreement.

## **Section 3. Union Membership and Dues Check-off**

A. All employees covered by this Agreement shall be offered the opportunity to join the Union thirty-one (31) days after employment.

B. The City agrees to check-off authorized union dues and initiation fees from the first paycheck of each month and forward same to an authorized representative of the Union within ten (10) days. A member of the Union must submit his written authorization for this check-off.

C. The Union hereby agrees to indemnify and save the City harmless from and against any and all claims, suits or other forms of liability arising out of the deduction of union dues and initiation fees from an employee's pay. The Union assumes full responsibility for disposition and accounting of such deductions according to the PERA once they have been turned over to the properly designated Union official.

#### **Section 4. Grievance Procedure**

A. A grievance shall be defined as a question regarding the application or interpretation of this Agreement. The procedure outlined below shall be the exclusive remedy of the parties in processing a grievance.

B. Step 1 - Within seven (7) calendar days of the occurrence or discovery of the occurrence giving rise to the grievance the employee shall discuss matter with his department director. The department director shall provide an oral answer within seven (7) calendar days of the discussion with the employee.

Step 2 - Should the grievance remain unresolved after completing Step 1, the employee and/or Union shall reduce the grievance to writing on forms provided by the Union. The written grievance, identifying the section of the Labor Agreement which the grievant believes was violated and the remedy sought by the grievant shall be submitted to the City Administrator within seven (7) calendar days of receiving the department director's oral answer. The City Administrator and the representative of the employee shall meet within seven (7) calendar days to review the grievance. The City Administrator shall provide a written answer within seven (7) calendar days with copies provided to the employee and the Union.

Step 3 - Should the grievance remain unresolved after completing Step 2, the employee and/or the Union shall have seven (7) calendar days from receipt of the City Administrator's answer to notify the City Administrator in writing and request a meeting with the City Council. The City Council shall meet with a representative of the employee within fourteen (14) calendar days. Within seven (7) calendar days after the meeting the City Council shall furnish a written answer to the Union and the employee.

Step 4 - Should the grievance remain unresolved after completing Step 3, the employee and/or the Union shall have seven (7) calendar days to notify the City Administrator of the intention to proceed to arbitration. Within fourteen (14) calendar days the City and the Union shall meet and attempt to agree upon an arbitrator. If the parties fail to do so, either one may request a list of arbitrators from the Mediation and Conciliation Service or Iowa Public Employment Relations Board. Parties shall meet within seven (7) calendar days after receiving the list of arbitrators. The parties shall then determine by lot, which shall have the right to remove the first name from the list of arbitrators and shall continue to alternately strike a name until the remaining name is designated as the arbitrator.

The arbitrator shall confer with the representatives of the City and the Union, hold hearings promptly and shall issue a binding decision as soon as possible after the close of the hearing. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions. The arbitrator shall consider and decide only one grievance at a time. The arbitrator shall be without power or authority to recommend any decision which requires the commission of an act prohibited by law or which violates, modifies or alters the terms or provisions of this Agreement.

The cost for the service of ~~the~~ arbitrator, a court reporter and hearing rooms shall ~~be borne~~ equally by the City and the Union. Any other expenses shall be paid by the party incurring them.

C. Grievance meetings shall be held during normal City Hall business hours except as mutually agreed to by the parties. A steward and the aggrieved employee(s) shall be paid for regular time lost in attending the grievance meetings with the City representatives. A steward shall be permitted to investigate grievances during his working hours after receiving approval of his supervisor.

D. No employee shall lose wages while a matter is pending before an arbitrator provided that the employee works during this period of time.

E. The time limits expressed in the grievance procedure may be extended upon the mutual written agreement of the parties.

F. Grievances not answered in the specified or extended time limits shall be considered appealed to the next step. Grievances not appealed to the next step in a timely manner shall be considered dropped.

G. If after Step 2 of the grievance procedure, the grievance remains unsettled and if the grievance involved matters governed by Civil Service or statutory provisions, civil Service employees who have completed the required probationary period may appeal the grievance either to Step 3 or, if necessary, Step 4 as set forth above, or to the City of Waverly Civil Service Commission. If appealed to the Civil Service Commission, the grievance is not subject to Step 3 or Step 4 under Paragraph B. The aggrieved employee or the business representative shall indicate in writing which procedure is to be utilized (Step 3 and Step 4 of Paragraph B or Civil Service) and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee, Union steward or business representative from making subsequent appeal to Step 3 or Step 4 of Paragraph B.

#### **Section 5. Seniority**

A. The City seniority of any employee shall begin as of his most recent starting date of employment with the City. The department seniority of any employee shall be the total length of time such employee has worked in such department since his most recent starting date of employment with the City.

B. A probationary period shall be served by all new employees during which time their performance shall be evaluated and they may be released from employment without appeal through the grievance procedure. The probationary period shall be one (1) year. When the employee satisfactorily completes the probationary period and is given a regular appointment he shall acquire seniority retroactive to the date of his initial hire. If two (2) or more employees are hired on the same day, seniority shall be determined by alphabetical order of the last names of the employees.

C. An employee shall lose his seniority and shall no longer be considered an employee for one or more of the following reasons:

1. The employee resigns or retires.
2. The employee is discharged for cause.
3. The employee is laid-off and not reemployed by the City within twelve (12) months of the day of layoff.
4. If he does not return to work when recalled from layoff as set forth in the recall procedure.
5. The employee fails to return to work as per agreement following a leave of absence.
6. He is absent for three consecutive working days without notifying the employer. Exceptions to this may be made if a legitimate reason is provided. For purposes of this section legitimate reason shall be defined as that which is beyond control of the employee.

## **Section 6. Layoff and Recall**

A. Layoffs of employees shall be by department and shall be made in accordance with departmental seniority within the department in which the layoff occurs.

B. Layoffs shall be in the following order:

1. Probationary employees shall be laid off first.
2. Thereafter regular employees shall be laid off in inverse order of their departmental seniority, provided those employees retained are qualified to perform the functions needed by the City.
3. The provisions of subsection 2 above shall not apply to regular employees when its application would result in the layoff of regular employees possessing the essential skills to properly perform the work available when such skills are not possessed by regular employees having greater seniority.

C. The bumping of junior employees by the laid off employees with greater seniority shall be allowed in those instances in which a layoff extends or exceeds a period of ten (10) working days. The employee, who desires to bump a junior employee, must possess the qualifications necessary to adequately perform the work of the junior employee, or an ability to secure such qualifications within a reasonable period of time. The decision with respect to qualifications of the employee who desires to bump the junior employee shall remain the sole responsibility of the City.

D. Rehiring of employees following layoff shall be done as follows:

1. The last regular employee in the department who was laid off shall be rehired first and others shall be continued to be recalled in inverse order of their seniority.
2. When all regular employees in a department are recalled then the regular employees in other departments shall be recalled, then probationary employees in the original department.
3. In order for an employee to be hired under the provisions of subsection 1 and 2 above, he must possess the qualifications required and be physically able to perform the work available, in the judgment of the City, which shall not be made in an arbitrary or capricious manner.

E. Regular employees who are to be laid off shall be provided with a two (2) week advance written notice.

F. Employees who are laid off during the term of this Agreement shall retain their City and departmental seniority for a period of one (1) year if they return to the employment of the city when recalled, but no later than fourteen (14) days after notification by the City, unless extended by mutual agreement. It shall be the laid off employees duty to keep the Local Union Business Manager and the City advised of his or her address during a period of layoff. No benefits shall be accrued during a period of layoff.



## **Section 7. Discipline & Discharge**

- A. The City shall not discipline, suspend or discharge any employee without compliance with the provisions of this section. It is agreed that reasonable fairness is the objective of both parties. The City shall refrain from the promulgation of any unreasonable rules or regulations and the employees recognize that reasonable rules and regulations must be promulgated to provide efficient administration.
- B. When an employee requires disciplinary action, the following procedures will normally apply:
1. Upon the first occurrence, the employee shall be given a written reprimand and copies forwarded to the employee and placed in the employee's personnel file.
  2. Upon the second occurrence, the employee may be suspended for a period of no less than one (1), nor more than three (3) days without pay, with copies to the employee, to the Union and placed in the employee's personnel file.
  3. Upon the third occurrence, the employee shall be subject to disciplinary action up to and including discharge.
- C. The listing of the procedures above does not preclude the immediate suspension or discharge of an employee when the circumstances warrant such action. An employee may appeal directly to Step 3 of the grievance procedure.
- D. Records of disciplinary actions shall be maintained in the employee's personnel file.

## **Section 8. Work Schedules**

The standard or regular workweek and work schedules for employees covered by this Agreement are presented below:

1. Shift Employees. All employees referred to in subparagraph (a) below shall be defined as shift employees for the purpose of this Agreement.
  - a. Police Department Employees. Police Department employees shall work regular work week of six (6) nine (9) hour daily shifts followed by three (3) days off except that the officer assigned to the criminal investigation program (detective) shall work independent of the scheduled shifts at the discretion of the Police Chief with a regular work week of forty-two (42) hours. The Police Chief shall determine the shift times and the personnel assignments to each shift.

Rest periods. The City agrees to provide each employee with rest periods (coffee breaks), as provided in subsection (a) above. ~~The~~ rest period (coffee break) shall be taken at the job site when the employee's work and time permit, with no allowance of any additional time for travel to or from the job site. "Job site", as that term is used herein, is defined to mean location where the employee is physically working.

Alteration of Work Schedule. In the event that a continuing employee's work schedule (either hours or days) provided for herein shall be altered by the City or any of its department directors, which will reduce the annual base income of the employee (applicable hourly rate times regular hours worked during the

contract year) the alteration shall require further negotiations and agreement prior to implementation. Further, all other alterations shall be made pursuant to the procedures set forth in this paragraph.

1. **Sickness, Leaves and Vacations.** In order to accommodate sickness, leaves and vacations of other employees, an employee may be required to change his shift, hours of work or his work schedule. In the event that an employee is going to be required to change his work shift schedule for such reason, twenty-four (24) hour notice of the change shall be given to the employee. In the event that no notice is given to the employee, the first shift worked by the employee as a change from his regular shift assignment, hours of work or work schedule shall be compensated at the rate of one and one-half (1 1/2) times his normal hourly rate of pay.

2. **Permanent or Temporary Alteration of Work Schedule.** A permanent or temporary change in the work schedule, conducted pursuant to the following procedure, shall not be grievable. However, any procedural violation, or violation of any of the following provisions may, at the request of the employee or the Union, be submitted to expedited arbitration. The procedure for implementing an alteration of the work schedule shall be as follows:

a. **Reasonable Cause.** In the event that the City desires to alter the work schedule of an employee(s), the City shall be required to establish reasonable cause of such change. "Reasonable cause" shall be defined to include, but shall not be limited to, the following:

1. the elimination of the need;
2. the development of a work study which shall indicate a need for the change.
3. the existence of seasonal necessities (i.e., snow with reference to the snow removal crew; and
4. the need for expanded coverage without the need for expansion of the work force.

b. **Notice.** In the event of any change, notice shall be given by the City to the Union and the affected employees, in writing, which shall specify the cause and the terms of the change. Depending on the nature of the change, the following shall apply:

1. **Permanent Alteration.** In the event that the change in the schedule is permanent in nature, the City shall give notice thirty (30) days in advance of the date on which the change is to be effective.
2. **Temporary Alteration.** In the event that the change of schedule is temporary (seasonal) the City shall give notice seven (7) days in advance of the date on which the change is to be effective.

c. **Limitations on Change.** The City's right to change the work schedule of an employee, pursuant to the provisions of this paragraph, shall be limited as follows:

1. **Shift Employees - Permanent Change.** Such a change shall be limited by the applicable governmental regulations, safety considerations and only one (1) such change shall be made or allowed within the period of twelve (12) calendar months.

2. Shift Employees - Temporary Change. Such a change shall be limited by applicable governmental regulations, safety considerations and shall be effective for a period of twenty (20) consecutive workdays, unless the affected employee shall consent to the change for a longer or shorter period.
3. A shift change based on seniority shall be offered by management once per year for each year of this contract beginning July 1, 1991.

d. Posting and Bidding. On the same date that the notice of the change is forwarded to the Union and the employees, notice shall also be posted in the affected department for a period of four (4) days. The posted notice shall also include an up-to-date seniority list of the affected employees. Employees within the department, who are affected by the change, shall have the right to bid for the changed work schedule by signing their names on the notice form and assignments shall be made as follows:

1. Temporary Change. Seniority shall determine entitlement or assignment as the case may be.
2. Permanent Change. Qualifications and previous work record and assignment shall be the prime determining factors in reassignment. If near equal, then seniority shall be used to determine entitlement or assignment as the case may be.

### Section 9. Overtime

A. The City shall have the right to require employees to work overtime as authorized by the department director. In exchange for overtime worked or to be worked, an employee with the mutual agreement of the City and the employee, may take time off computed at the appropriate overtime rate from a regularly scheduled workday within that same pay period. Should an employee be unable to take this time off he may be paid for it or carry it into the next pay period as is mutually agreed between the employee and his department director.

B. Employees will be paid one and one-half times their regular hourly rate of time worked:

1. Beyond the employee's daily scheduled hours.
2. Beyond an employee's normal hours in any workweek.

C. Employees will be paid two times their regular hourly rate for time worked:

1. Sundays or the employees second consecutive day off.
2. Holidays (the designated day when a holiday falls on a weekend).

D. Police Department employees working a "6 on and 3 off" schedule shall be paid at one and one-half (1 1/2) times their normal rate of pay for all hours worked during the first twenty-four (24) hours after their regular duty shift, two (2) times their normal rate of pay for all hours worked during the second twenty-four (24) hour period after their regular shift and one and one-half (1 1/2) times their normal rate of pay for all hours worked during the third twenty-four (24) hour period after their regular shift.

E. An employee who has worked sixteen (16) hours or more in any one twenty-four (24) hour period shall be paid two (2) times his normal hourly rate of pay for all hours in excess of sixteen (16). Further, the employee shall continue at double time until released. For purposes of calculation of hours and rate of pay under this section the twenty-four (24) hour period shall commence at the start of the employee's regular workday. An employee who receives double time compensation as above provided, shall be entitled to be released, and to a rest period for a minimum of six (6) hours before being required to return to work. If the six (6) hour rest period extends into the employee's succeeding regularly scheduled workday, the following shall apply:

1. If the extension into his succeeding regular workday is for four (4) hours or less, the employee shall report for work immediately upon the expiration of the six (6) hour rest period, work the remaining hours of his regular workday, and be compensated at his regular hourly rate of pay for his entire workday; or
2. If the extension into his regular workday is for more than four (4) hours, the employee may be excused from having to report for work on that succeeding workday, and shall be compensated at his regular hourly rate of pay for his entire workday. However, such an employee may report for work or may be required to report for work, and in such event shall receive additional regular hourly compensation for hours worked until the end of his regular workday.

After receiving the six (6) hour rest period, the employee shall not thereafter become subject to the provisions of this Section until he, again, works sixteen (16) hours, or more in a subsequent twenty-four (24) hour period. The subsequent twenty-four (24) hour period shall not commence at anytime earlier than his reporting to work following the six (6) hour rest period.

G. Time off granted for sick leave, funeral leave, holidays or vacation leave shall be construed as time worked in computation of overtime.

H. Overtime shall be distributed as equally as practicable among the employees within the job classification who originally perform the class of work required. When an employee is called to work overtime and is not available, he will be charged for overtime distribution purposes with the same number of equivalent straight time hours which the employee receives who worked the overtime. A designated Union Representative shall have the right to review the overtime distribution list as maintained by the City. Each fiscal year the records shall be started new.

I. Overtime occurring in an emergency situation shall be assigned within the discretion of the City. Errors in the distribution of overtime shall be corrected by subsequent distribution of available overtime.

J. When an employee is called in to work at other than his scheduled working time, he shall be paid a minimum of one ~~(1)~~ hour at the appropriate premium rate, unless the ~~call~~ in time is adjacent to his regularly scheduled hours, where he would then be paid for the actual hours worked.

K. Employees who are required to work for a period of time beyond their regularly scheduled quitting time, or before their regularly scheduled starting time, and who work in to a meal period (as defined below) shall be entitled to a meal of reasonable expense paid for by the City. Employees working outside a ten (10) mile radius of the City of Waverly, who are required to report to work after the meal period,

shall have the option of either being compensated at the applicable rate for time spent during the meal period, or a meal of reasonable expense paid for by the City. Meal periods shall be defined to the following periods:

Breakfast: 6:00 a.m. - 6:30 a.m.  
Lunch: 12:00 p.m. - 12:30 p.m.  
Supper: 6:00 p.m. - 6:45 p.m.  
Mid-ration: 12:00 a.m. - 12:30 a.m.

#### **Section 10. Standby**

SECTION DELETED

#### **Section 11. Job Classifications and Descriptions**

- A. Job classifications included in the Labor Agreement are specified in Appendix A. If a new job is established and the City and the Union cannot agree on whether the position is under the jurisdiction of the Union Contract, the issue shall be resolved by the PER Board. If a new job is established within the bargaining unit, the City shall meet with the Union prior to establishment of a pay rate for the position. Afterwards, the City shall determine a pay rate for the position and notify the Union
- B. It is understood and agreed that the City has the sole responsibility for the preparation and maintenance of necessary job descriptions for those job classifications covered by this Agreement.
- C. Copies of job descriptions for all present classifications covered by this Agreement, or any amendments or alterations made to current job descriptions, or for any future job classifications established, shall be forwarded to the Union no later than fifteen (15) days after the description becomes effective.
- D. It is fully understood by the parties that every incidental duty connected with the operation of the City is not always specified in a job description and employees may be required to perform reasonably similar duties not enumerated in their present job description, provided that such similar duties do not threaten the safety of the employee or other employees.
- E. The City shall have the right to assign qualified employees incidental or unrelated work in a temporary or emergency situation.
- F. Nothing in a job description shall be construed so as to concede to any employee or group of employees the right to refuse a lawful instruction given by the City with respect to a work assignment.

## **Section 12. Temporary Re-Classification**

- A. Employees may be directed to perform duties of a higher rated job classification due to an emergency, the absence of employees on vacation, sick leave, etc., or in order to complete the work required by the City. Should the assignment continue for a period exceeding four (4) days in the police department, the employee's regular rate of pay will be temporarily increased to the rate of pay of the higher job classification.
- B. This temporary increase in pay will apply to all subsequent hours worked in the higher job classification. The employee will return to his regular rate of pay upon his reassignment to his normal duties and classification.
- C. Should a temporary assignment require an employee to perform duties of a lower job classification the employee shall suffer no reduction in his regular rate of pay.

## **Section 13. Job Posting and Bidding**

- A. When the City determines to fill a job vacancy or new position, a notice of such vacancy shall be posted for at least three (3) working days in all divisions. The posting shall include the title of the job classification, a summary of duties, the location of the work and the rate of pay.
- B. In case of an employee's absence, he may request notification of the job posting by authorizing his steward to make a notation of the employee's interest on the job posting. It shall be each employee's responsibility to advise his steward as to where he can be contacted.
- C. It shall be the responsibility of the City to appoint the most qualified person for each position. Qualifications would include knowledge, training, ability, skill, physical fitness and seniority. Evaluation of employee's qualifications shall be determined by the City or the City's designee. If two (2) or more employees possess nearly equal qualifications for a position, then seniority shall determine the selection. Each applicant shall be notified of the status of their application within two (2) months following completion of the evaluation process. Applicants for civil service positions in the Police Department must be certified as eligible for those positions by the Waverly Civil Service Commission.
- D. An employee shall not be required to exercise his seniority rights nor shall he sacrifice any future rights to bid on later job openings through his failure to apply for a current position. An employee may receive no more than two (2) awards annually to a position of similar pay or lower pay.
- E. In the event that no qualified employees are determined for a position the City may fill the vacancy by hiring a new employee.
- F. Promotions and transfers of employees governed by this Agreement to classifications within the bargaining unit shall be made on the basis of qualifications and seniority. For police positions covered by Civil Service, transfers and promotions shall be made in accordance with statutory requirements.
- G. A promotion shall occur when an employee is reclassified into a higher paid job classification. The employee shall be required to complete a ninety (90) day trial period during which time his performance

shall be evaluated. An employee returning to his former position after a promotional trial period shall include in his seniority all time spent in the new classification.

H. A demotion shall occur when an employee is reclassified into a lower paid job classification. The employee shall be required to complete a sixty (60) day trial period during which time his performance shall be evaluated.

I. A transfer shall occur when an employee remains in the same classification but moves to another department. The employee shall be required to complete a sixty (60) day trial period following the transfer during which time his performance shall be evaluated. If the employee is returned to his former position he shall include in his seniority all time spent in the other department.

#### **Section 14. Wages**

A. The City hereby agrees that all employees shall be assigned to a specific job classification and paid at a rate of pay no less than the minimum rate of pay that classification has set forth in Appendix A. In order to level the amount of pay from one period to the next for the police employees, they shall be paid on an average workweek. The employees of the Police Department shall be paid forty-two (42) times their normal rate of pay for their regular workweek. To simplify calculations for Police Department employees working "six on, three off" schedule, pay averaging as described in the previous sentences shall not begin with new employees until the beginning of the work schedule cycle. Any shift(s) worked by a new employee before a new shift cycle begins shall be paid for the actual number of hours scheduled to work. The City agrees to issue employee pay checks within five (5) days after the completion of each succeeding two-week pay period.

B. Employees shall be eligible for step increases to the maximum rate for each classification based upon satisfactory performance and time in classification as outlined in Appendix A. If an employee is denied a step increase at the appropriate time, he may file a grievance at Step two of the grievance procedure.

C. Shift Differential Pay:

1. Shift Differential Pay shall be paid in accordance with the following provisions:

Sergeants and Detective: \$.25 per hour for any hours worked during the 12 hour time period preceding the end of the third shift.

Officers: \$.25 per hour for any hours worked during the 12 hour time period preceding the end of the third shift.

2. Shift Differential Pay is not subject to increase by time and a half or double time for hours worked as overtime, or holidays.

3. Shift Differential Pay is paid only for actual hours worked and not paid for vacation days, sick days, casual days, holidays, or any other days the employee may receive compensation but not actually work.

D. Where the City loans an employee(s) to an organization outside the City Limits to perform work for that organization, the employee shall be entitled to compensation at his regular hourly rate of pay, or at the prevailing rate of pay paid to similar employee(s) in the borrowing organization, whichever rate of pay is higher. Further, the employee shall be compensated for all hours worked, including travel time, plus reasonable expenses incurred, including mileage, meals, lodging, etc. Reimbursement for such expenses shall be made to the employee upon verification of the expenses to the appropriate department director.

#### **Section 15. Longevity/Merit Bonus**

A. A Longevity/Merit Bonus will be paid to all eligible employees in recognition of continuous service and satisfactory performance. The bonus shall be paid on or before December 15th to eligible employees on the payroll December 1st of that year.

B. An employee shall be eligible for the longevity/merit bonus if he has completed four (4) years of continuous service with the City prior to December 1st.

C. Eligible employees shall receive \$50.00 per year for each year of continuous service with the City, commencing after the fourth year and reaching a maximum of twenty (20) years. The years of continuous service shall be determined as of December 1st of each year.

D. A deduction of 33 1/3% of the bonus shall be made in the event the employee has received an unsatisfactory performance evaluation within the previous twelve (12) months.

#### **Section 16. Sick Leave**

A. Sick leave benefits may be accumulated at a rate of one and one-half (1 1/2) normal work shifts per month for each full month of employment, provided that the employee actually works or is credited with working a minimum of two-thirds (2/3's) of the work shifts to which he is assigned during the month.

B. Sick leave benefits shall accumulate to be utilized in future years. Accumulation rights will be limited to a maximum of 1/2 of hours of normal annual work schedule. This shall be 2,184 hours, divided by 2, equals 1,092 hours. When sick leave reaches the maximum accumulation the employee shall stop accumulating additional hours until he uses hours and drops below the maximum hours permitted to be accumulated. The City shall notify each employee of any accumulated sick leave by means of the bi-weekly payroll check stub.

C. In the event of illness or injury, the employee will receive sick leave benefits at the employee's regular straight hourly rate, at the time of illness, for each regular shift that he is unable to work because of illness or injury, to the extent of the earned and accumulated sick leave. No employee shall be allowed to receive more than one (1) regular work week of sick leave at straight time pay in any one (1) calendar week.

D. An employee shall, at his option, utilize unused and earned vacation leave to extend his compensation as provided in Subparagraph C above, until the vacation leave has been exhausted.



E. In calculating utilization of sick leave, no reduction shall be made in available sick leave or vacation leave for a day which is defined as a holiday under the terms of this Agreement.

F. An employee who is to be absent due to sickness or injury, shall notify his supervisor as soon as practicable in advance of the hour he is scheduled to report for work. Unless waived by the City, the employee shall continue to give notice for each succeeding day he is to be absent. Failure to give such notice may result in the loss of the employee's entitlement to sick leave benefits.

G. Sick leave may be used for medical, dental, optical or chiropractic examinations or treatments of the employee. An employee will notify his supervisor at least five (5) days in advance of the date on which the employee intends to be absent. The request shall be accompanied by a recommendation for the necessity and the duration of the absence. Approval of the request shall not be unreasonably denied, but the City reserves the right to request reasonable rescheduling, or to deny the request in the event of emergency.

H. For injuries not related to City employment, and illnesses which may occur during the regular work shift of the employee, the employee may request to be excused from work for the remainder of the day. Should supervisory personnel determine that the continued presence of an employee constitutes a health hazard to other employees, the supervisor may demand that the employee leave his work for the remainder of the day. Sick leave benefits shall be charged for that portion of a regular work shift not worked by the employee, in increments of one-half (1/2) hour.

I. Upon termination of employment, for whatever reason, all accumulated sick leave benefits shall be forfeited.

J. Sick leave benefits are not available for any employee who is injured or suffers an occupational disease while engaged in or employed by any business other than the City. Upon injury by an employee at a City approved security event, said employee is eligible for those sick leave benefits which are not covered by workers compensation.

K. In the event the City suspects that an employee is abusing the sick leave provisions of this Agreement, the City shall have the right to demand verification. The City may require an employee to submit to a physical examination by a physician of the City's choice. The City shall pay for the examination.

L. Should the City determine that an employee is abusing the sick leave provisions of this Agreement, the City shall have the right to take appropriate disciplinary action. Any employee found guilty of abusing sick leave provisions contained in this Agreement shall be subject to disciplinary action by the Union.

M. An employee who becomes ill or injured while on vacation may be allowed to charge the period of his illness or injury against his sick leave benefits upon verification of the illness. Charge-back from vacation credit to sick leave benefits will be subject to the approval of the department director and shall not be unreasonably withheld. There will be no pyramiding of sick leave pay and vacation pay as a result of this provision.

### **Section 17. Funeral and Serious Illness Leave**

- A. An employee may be allowed a maximum of three (3) working days off with pay in the event of serious illness or death of each of the following members of the immediate family: spouse, son, daughter, mother, father, brother, sister, stepfather, stepmother, father-in-law, mother-in-law, stepson, stepdaughter, or ward living with the employee's household; and the immediate family of the employee's spouse: mother, father, brother, sister.
- B. An employee may be allowed a maximum of one (1) working day off with pay in the event of serious illness or death of each of the following members of the immediate family: grandparents, grandchild.
- C. For purposes of this section serious illness shall be defined as that which the attending physician of the employee's family member as listed above requires the presence of an employee in cases of surgery, illness or injury.
- D. When it is necessary to utilize this leave the employee shall provide prior notice to the supervisor. Failure to provide such notice shall relieve the City of any responsibility to compensate the employee during his absence.
- E. An employee may request other leave or leave without pay if any additional time is necessary to attend a funeral or serious illness.

### **Section 18. Holidays**

- A. The following days are recognized as designated holidays.
1. New Years Day
  2. Good Friday
  3. Memorial Day
  4. Independence Day
  5. Labor Day
  6. Thanksgiving Day
  7. Friday after Thanksgiving
  8. Day before Christmas
  9. Christmas Day
- B. When a holiday falls on Saturday it shall be observed on the preceding Friday unless that day is also a holiday in which case the holiday would be observed on the following Monday. When a holiday falls on a Sunday, it shall be observed on the following Monday unless that day is also a holiday in which case the holiday will be observed on the preceding Friday.
- C. For each designated holiday, a full-time employee shall receive holiday pay equivalent to a full workday.

D. In order to receive pay for a designated holiday, the employee must have worked the full schedule hours or shift or be on approved leave on both the last scheduled workday before the holiday and the first scheduled workday after the holiday.

E. Employees working on a designated holiday shall receive pay, in addition to their holiday pay in the following manner:

1. Other employees shall be paid at the rate of two (2) times their normal hourly rate for all hours worked on the holiday.
2. Shift employees working actual holidays shall receive holiday pay rather than those working on the designated holiday.

F. Regular employees shall also receive the following floating holiday time:

Regular employees after one year of service shall also receive three (3) personal days (27 hours) to be labeled as floating holiday time.

G. Approval to use floating holiday time must be received from the department director in advance. The City shall not unreasonably withhold approval to use floating holiday time, but hereby reserves the right to disapprove requests if in the opinion of the department director the time loss would adversely affect departmental operations.

H. Floating holiday time shall be accrued in one calendar year and taken the following calendar year. Employees beginning employment with the City between January 1st and June 30th of the calendar year shall accrue two (2) floating holidays. Employees beginning employment with the City between July 1 and December 31 of the calendar year shall accrue one (1) floating holiday. If the City requests an employee to postpone his floating holiday time it shall be carried forward into the next calendar year. If the employee does not use his floating holiday time for any other reason, it shall not be carried forward to the next year.

## **Section 19. Vacation Leave**

A. Employees shall accrue vacation leave based on the anniversary year of the employee. That is, vacation is accrued from the date of hire to the anniversary and is available to the employee beginning on the first anniversary date of employment with the City, provided that the employee satisfies all applicable requirements of this section. Employees shall be credited at their anniversary with vacation accrued since their last anniversary date.

B. Employees shall make every effort to use his current allocated vacation leave. Employees unable to do so may be permitted to carry over up to eight (8) working days (72 hours) of unused vacation into the following year. Any unused vacation leave in excess of eight (8) working days (72 hours) shall be forfeited.

C. Employees shall accumulate vacation leave for continued service in accordance with the following schedule:

Eligibility and Allowances. All regular full-time employees shall be eligible for vacation listed below:

<u>Service Requirement</u>	<u>Vacation Accrual</u>
After one (1) full year of full-time continuous service	One (1) week [54 hours]
After two (2) full years of full-time continuous service	Two (2) weeks [108 hours]
After eight (8) full years of full-time continuous service	Three (3) weeks [162 hours]
After eighteen (18) full years of full-time continuous service	Four (4) weeks [216 hours]

D. The employees shall receive notification of accumulated vacation in their bi-weekly payroll check stub. It is the responsibility of the employee to insure that the amount shown on this pay stub is correct with his records. Employees' requests for vacation should be submitted in writing to the department director no later than two (2) months prior to the intended vacation. However, the department director may waive this notice requirement if no purpose would be served by it. It shall be the discretion of the department director to determine how many employees may be gone on vacation at any one time. Priority for vacation time shall be determined on the basis of who makes the vacation request for a particular time first. However, if two or more requests are filed on the same day, priority shall be given on the basis of seniority.

E. It shall be the general rule that no employee may take more than two weeks or less than one week of vacation at any one time. Changes from this practice may be permitted with the prior written approval of the department director, which will not be unreasonably denied.

F. Upon termination of employment, employees shall be entitled to receive pay for all accrued vacation leave unless one of the following conditions apply:

1. An employee fails to give at least ten (10) working days notice in advance of his termination. For purposes of this provision, working days shall mean days actually on the job working and not on a form of leave other than verified sick leave and scheduled holidays.
2. An employee leaves the City prior to the completion of his original probationary period.
3. An employee is involuntarily terminated from employment.

#### **Section 20. Temporary Military Leave**

In the case of temporary military leave (less than thirty (30) days) full time employees of the City shall be accorded all rights as are prescribed by Section 29A.28 of the Code of Iowa (1987). In such event, the employees must present a statement to the City Clerk's Office after termination of his military service which must contain the following information:

- A. The date it is prepared;
- B. The date of induction;
- C. The date of release from duty;
- D. The employee's name; and
- E. The title and address of the commanding officer who prepared and executed the statement or certificate.

Failure to file such a statement and to report promptly after completion of military service shall subject the affected employee to loss of benefits which may have accrued to him under this Agreement during his absence, and to a loss of entitlement to pay during that period of time between his termination of service and his attempted return to work for the City.

#### **Section 21. Litigation Leave**

A. An employee shall be excused from his regular duties while serving as a juror. The employee shall be paid at his regular rate for time spent on jury duty during his normal work schedule, less any compensation or fees earned. Should an employee fail to return to work as soon as reasonably practicable after being excused from service as a juror, he shall forfeit his right to reimbursement by the City for all or any portion of the day on which he fails to so return.

B. Subpoenaed Witness.

- ~~1. Related Litigation.~~ An employee-witness involved in litigation regarding this Agreement, the Union or its parent organization, or any subject related to Chapter 20 of the code of Iowa (1987), shall not be entitled to compensation from the City during the period of such absence.
2. Unrelated Litigation. In litigation unrelated to this Agreement, the Union or its parent organization, an employee subpoenaed to testify shall be compensated by the City during such absence for the difference between the fees earned as a witness and the employee's

salary. Such reimbursement shall be conditioned upon the employee's return to work as soon as practicable after completion of his testimony.

C. Parties.

1. Plaintiff. Upon notice, at least ten (10) days in advance an employee shall be granted sufficient leave to prosecute litigation. In no event shall the employee be entitled to compensation during such absence, however, the City may if no notice is received, declare any and all benefits which would accrue to the employee during the period of his absence to be forfeited.

2. Defendant. Upon notice, at least ten (10) days in advance, an employee shall be granted sufficient leave to defend litigation. If notice is duly forwarded, an employee's compensation shall be continued at his regular rate for the period of his absence. If no notice is received, the employee shall forfeit his entitlement to any compensation, and to any and all benefits which may accrue to the employee under this Agreement during his absence.

D. Notice and Verification. Any employee, who intends to utilize litigation leave as herein provided, shall promptly notify his immediate supervisor of his intention so that arrangements can be made for his absence. An employee who is entitled to reimbursement from the City shall be required to present in writing proof of the necessity for his utilization of litigation leave and the amount of compensation he received.

## **Section 22. Religious Leave**

An employee whose religious affiliation requires the observance of holidays other than those scheduled in this Agreement shall be excused from his employment for the observance of such holiday, without pay.

## **Section 23. Leaves of Absence**

A. A leave of absence without pay may be granted to an employee at the sole discretion of the City.

B. Written requests for a leave of absence shall be submitted in advance to the City Administrator. The employee shall receive a written response indicating the decision and time not to exceed one (1) year. Should the employee fail to return within the time limit specified he shall be deemed to have terminated his employment.

C. An employee on an unpaid leave of absence shall not accrue benefits during the leave. However, the seniority previously earned by the employee shall be fully restored upon his return within the time limit specified.

## **Section 24. Job-Incurred Injury**

Should and employee be injured and/or disabled while on duty the following will apply:

A. The City shall provide and maintain a policy of worker's compensation insurance providing medical benefits to the employees pursuant to the provisions of Chapter 85 and 85A of the Code of Iowa (1987). Benefits payable under such policy shall accrue solely to the employee.

B. During the period of temporary disability related to a job-incurred injury, the employee shall continue to be paid at a rate of 100% of his regular straight time rate for a normal workweek in accordance with Chapter 411 of the State Code of Iowa (Retirement Systems for Police and Firemen).

C. Absence from employment as a result of a job-related injury or disability shall not be charged against an employee's sick leave benefits.

D. In the event of a work-related disability which prevents the employee from performing his normal duties the City and the Union shall mutually agree upon special conditions of employment and rates of pay.

## **Section 25. Insurance**

A. The City shall provide the following insurance coverage's to all full time employees who are accepted by the insurance carrier equal to the following:

1. Basic medical, hospitalization, major medical and diagnostic, x-ray, preventive care and laboratory medical insurance coverage. It is understood that the option under this program shall be the option which provides for deductibles of \$250 for single coverage and \$500 for family coverage with co-insurance payments of 80%/20% with total out-of-pocket costs for single coverage of \$750 and total out-of-pocket costs for family coverage of \$1,500. The first \$500.00 per person of preventative/routine expenses will be covered on a calendar-year basis, subject to deductible and appropriate benefit percentage.

2. Long term disability insurance benefits maintained at the existing levels.

3. Life insurance, providing for benefits of \$12,000 for each employee.

4. Group dental insurance as shown in Appendix B.

5. Group vision insurance as shown in Appendix B. \_\_\_\_\_

6. Group drug card coverage as shown in Appendix B. \_\_\_\_\_

B. The City shall pay the premium for long-term disability and life insurance benefits for the employee. The City will also pay the premium for major medical except for \$25.00 per month for single coverage or \$50.00 per month should the employee select family coverage. The City will pay the cost of single coverage for the dental insurance plan with the employee paying the additional costs of \$25.75 per month if family coverage is desired by the employee. The City will pay the cost of single coverage for the vision

insurance plan with the employee paying the additional costs of \$14.00 per month if family coverage is desired by the employee. The City will pay the cost of single and family prescription and Drug Card coverage.

C. Copies of these insurance policies shall be maintained at the City Administrator's Office and shall be available for review during any normal City Hall hours.

D. A committee of two (2) representatives for the City, one (1) representative of the Public Safety Bargaining Unit and one (1) representative of the City unit Bargaining Unit shall be established to investigate alternative health insurance programs. Different insurance carriers may be substituted for bargaining units of the City and the management.

### Section 26. Uniforms

A. For police officers, the City shall provide uniforms and required equipment and pay for the replacement of such uniforms and equipment as follows:

1. Uniform: Shirts, pants, jackets, coats, shoes, overshoes, hats, rain gear, necktie, tie pin, badges and insignia, name tags.

2. Equipment. The City shall pay for the cost of all equipment required to be carried by the officer and the cost of replacing such equipment including, but not limited to the following:

Firearm, belt and holster (leather gear)  
Ammunition, Speed loader and case  
Folding knife and knife pouch  
Briefcase  
Pens and pencils  
Safety helmet  
Bulletproof safety vests

3. The design of the police uniform and specifications for equipment and uniform items shall be determined by the City.

4. It is understood that items of equipment including speed loader and case, folding knife, knife pouch and briefcase shall be purchased by the City after July 1st only as the present equipment owned by the officer needs replacement.

5. In addition to the above the City shall pay each police officer \$125 per year to be used by the officer for the maintenance of his uniform and replacement of any personal property that may be damaged while on duty. The \$125 payment shall be made to each officer prior to July 15th of each fiscal year covered under this Agreement.



### **Section 27. Physical Examinations**

A. The City shall have the right to require any employee who is thought to be ill, injured or unable to perform his designated responsibilities, to submit to a physical and/or medical examination by a licensed medical practitioner. In the event that the City shall deem such an examination of an employee to be necessary and/or advisable, the City shall notify the affected employee in writing of its decision. The City shall make the necessary arrangements for the physical and/or medical examination with a medical practitioner of the City's choice. The City shall pay the costs of the physical and/or medical examination. A copy of the report shall be made available to the City and the employee.

B. Should the employee contest the report, he shall notify the City of his objections within ten (10) days after he has received a copy of the report. The employee shall, within twenty (20) days after receiving the report, submit to the City a report of a licensed medical practitioner containing findings and opinions reached after a physical and/or medical examination of the employee. It shall be the responsibility of the employee to make the necessary arrangements for such examination and pay the cost thereof. Should the report of the examining licensed medical practitioner of the employee's choice confirm and document the employee's dispute, it shall become binding upon both parties. The City may within ten (10) days of receipt of the report request clarification of the report, by directing questions and additional information, including a copy of the previous examination, to the employee's selected examining practitioner. The cost of securing any supplemental or clarifying opinion, shall be borne by the City. Unless there is an alteration as a result of the request for clarification, the original opinion and findings of the employee's selected examining physician shall become final.

### **Section 28. Safety and Training**

A. The City agrees to maintain reasonable safe work locations. Authorized protective equipment and other devices which are reasonably necessary or legally required to protect the employee from injury shall be designated and provided by the City.

B. The employees agree to be responsible for the exercise of reasonable care and judgment for the safety of themselves and their fellow employees. Such responsibility shall include, but not be limited to, the following:

1. Care in the use of equipment or vehicles owned by the City.
2. Protection of City owned property from destruction or unnecessary deterioration.
3. Utilization of required and/or provided safety equipment.
4. Compliance with established safety rules.
5. Reporting defective equipment or unsafe working conditions to supervisory personnel.

C. The City shall establish a Safety Committee made up of five (5) employees and the Safety Officer. The Safety's Committee duties and responsibilities shall be set forth in the Safety Manual of the City; however, the Safety Committee shall meet quarterly to discuss safety problems and make recommendations regarding accident prevention both to the City and the Union.

D. When the City requires an employee to attend a training program outside the City, the employee shall be paid his regular hourly rate for all time spent in attendance at the training program, plus reasonable expenses incurred. When the City is required to have an employee attend a training program within the City Limits of Waverly, an employee may be required to attend such training session without compensation. It is understood that such training session shall be held, as reasonable as possible and practicable, during the normal operations of the City and the employee.

E. When an employee desires to pursue optional training programs, the City may at its discretion and upon prior approval, authorize reimbursement for expenses incurred by the employee. The employee shall be responsible for verification of cost incurred and the satisfactory completion of the course.

F. Two employees may attend the annual Iowa State Policeman's Association meeting upon receiving the Police Chief's approval, taking into account scheduling, vacations, etc.

### **Section 29. Labor/Management Committee**

A. A Labor/Management Committee shall be established for the mutual benefit of the City and the employees. The committee shall be composed of two (2) representatives of the City and two (2) representatives of the Union. The committee shall meet quarterly and discuss matters such as employee morale, communications, productivity, training, work procedures, and any other matters mutually agreed upon. Participation in this committee shall not affect the rights of either party as provided by law or this Labor Agreement.

B. The Labor/Management Committee shall specifically address the matter of employment training by recommending matters of training, encouraging attitudes of self-improvement and the value of training among employees and supervisors, and by assisting in the implementation and presentation of training programs.

### **Section 30. Performance Evaluation**

A. The performance of each employee shall be evaluated once each year on the employee's anniversary date. The performance evaluation shall be conducted in writing by the employee's immediate supervisor, reviewed with the employee and placed in the employee's personnel file.

B. Employees shall be evaluated at the discretion of the City during a probationary period or a trial period.

~~C. The City shall acquaint all new employees with this procedure within thirty (30) days of their~~ appointment.

D. It is understood and agreed that the completion of the performance evaluation will necessarily involve the subjective judgment of the supervisor. The evaluation should express a supervisor's judgment of the work habits, quality of work, quantity of work, work attitude of the employee and such other performance factors expected of an employee. Both supervisors and employees are cautioned that performance evaluations are not a substitute for disciplinary action.

### **Section 31. Retirement**

- A. Police employees shall reach mandatory retirement age upon their sixty-fifth (65) birthday in accordance with Section 400.17 of the State Code of Iowa. In no event shall an employee be retained as a police officer or after such date.
- B. An employee must notify the City in writing of his retirement date at least sixty (60) days in advance of the retirement date. Once the City has been notified of such retirement date, it cannot be changed unless agreed upon by the City. In cases where there is mutual agreement between the City and the employee, the sixty (60) day notice requirement may be waived and a date less than sixty (60) days from the date of notice may be agreed upon.
- C. Police employees eligible for the retirement system under Chapter 411 of the State Code of Iowa shall not be eligible for retirement benefits of the Iowa Public Employees Retirement System or the Social Security Program of the federal government. Statutory provisions shall govern the retirement systems for these employees eligible under Chapter 411 of the State Code.

### **Section 32. Equipment**

- A. The management, directors or superintendents of the City shall retain the right to operate, assemble and/or disassemble any and/or all machines or equipment of the City at any time for the purpose of conducting research, development, safety testing or during periods of emergency, instruction or necessity. It is understood, however, that management, directors and superintendents shall not use equipment to perform work with Bargaining Unit job descriptions on a regular basis whereby Bargaining Unit employees shall be displaced.
- B. Employees may not use the equipment or tools belonging to the City for personal use.

### **Section 33. Bulletin Boards**

- A. The City agrees to provide sufficient bulletin boards within the various departments. Either party may post official notices and a copy shall be forwarded to the other party. Such notices shall be dated and unless otherwise provided, removed one (1) month after posting.
- B. Upon approval of the department director employees may post personal notices on the bulletin boards. Should official notices from either party require posting, personal notices may be removed.

### **Section 34. Holding and Campaigning for Public Offices**

Employees of the City are prohibited from the following activities:

A. Campaigning for Public Office During Working Hours. An employee who is a candidate for public office shall not, in any manner or way, campaign for the office during his working hours as an employee of the City.

B. Conflict of Interests. No employee shall hold a public office under the jurisdiction of the City which in any way would constitute a conflict of interest between the office and the employee's full time active employment with the City under this Agreement.

### **Section 35. Notice**

When either of the parties is required to give notice pursuant to the provisions of this Agreement, they may do so by telegram or letter at the following designated addresses or at such other addresses as may be designated by either party in writing.

If by the City, to:

Local 288  
International Brotherhood of Electrical Workers  
1695 Burton Avenue  
Waterloo, Iowa 50703

If by the Union, to:

City Administrator  
City of Waverly  
P.O. Box 616  
Waverly, IA 50677

### **Section 36. Amendment**

This Agreement is not subject to any addition, alteration, modification or amendment unless the amendment is in writing and signed by both parties. In the event that either party shall desire such addition, alteration, modification or amendment, they shall give notice of such desire to the other party on or before September 1st which notice shall designate the provisions which that party desires to add, alter, modify or amend. Once such notice is received, negotiations thereon shall commence as per the provisions of the PERS with an initial meeting to be held on or before October 1st.

### **Section 37. Impasse Procedure**

A. The parties hereby establish the following impasse procedure to govern future collective bargaining.

B. If the parties have not reached agreement upon any item within the legally defined scope of negotiations by December 15th, either party may declare the existence of an impasse. When an impasse has been declared, the Public Employment Relations Board (PERB) shall be notified of the impasse by a letter, which shall include a copy of the negotiated impasse procedure and shall request mediation. The Federal Mediation and Conciliation service shall also be notified. The PERB shall appoint a mediator and should they fail to refuse to do so, the FMCS will appoint a mediator. The mediator shall meet with both parties to resolve their differences and effectuate a settlement of the dispute.

C. If the mediator is unable to effect agreement between the parties by February 1st, the parties may continue to negotiate or either party may, by phone, confirmed by letter, call for final binding arbitration.

1. If arbitration is requested, the parties shall attempt to agree upon a single arbitrator. If agreement on the arbitrator is not reached within two (2) days after the call for final offer arbitration, either party may request a list of five (5) arbitrators from FMCS and/or the PERB. Within two (2) days of receipt of such a list, the parties shall meet and alternately strike a name from the list. The person whose name remains shall be the arbitrator and he shall be given an immediate notice of his selection.

2. The City and the Union shall submit to the arbitrator within five (5) days of the selection of the arbitrator, a final offer on each specific impasse item. The parties shall jointly submit a copy of the agreements previously made. The parties may continue to negotiate all offers until agreement is reached or a decision is rendered by the arbitrator.

3. The arbitrator shall at no time engage in an effort to mediate or otherwise settle the dispute in any manner other than that prescribed in this Section. From the time of appointment until such time as the arbitrator makes a final determination, there shall be no discussion by the arbitrator concerning recommendations for settlement of the dispute with any parties other than those who are direct parties to the dispute.

4. The arbitrator shall hold a formal hearing within ten (10) days of his selection and examine witnesses and documents, take testimony and receive evidence, require attendance of witnesses and the production of records to assist in making a decision or settlement by the exercise of any powers rested in him by Chapter 20 of the Code of Iowa (1987).

5. The arbitrator shall consider, in addition to any other relevant factors, the following factors:

a. Comparison of wages, hours, and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.

b. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of service.

c. The power of the public employer to appropriate funds for the conduct of its operation.

- d. The responsibility of the employer to maintain the efficiency of governmental operations.
  - e. Past collective bargaining contracts between the parties, including the bargaining that led up to such contracts.
  - f. All powers, duties, and rights of the employer as established by constitutional provision, statute, ordinance, charter or special act and the specific public employer rights as specified in Chapter 20, Code of Iowa (1987).
6. Within five (5) days after the conclusion of all hearings, but before the budget certification date, the arbitrator shall select the most reasonable offer, in his judgment, of the final offers on each impasse item submitted and inform the parties of the decisions. The arbitrator shall not alter any of the items in any final offer submitted. The offers selected by the arbitrator and the items previously agreed upon by the City and the Union shall be deemed to represent the agreement between the parties.
7. All costs for mediation and arbitration shall be borne equally by the City and the Union, except the cost of any representatives of each party shall be borne by that party.

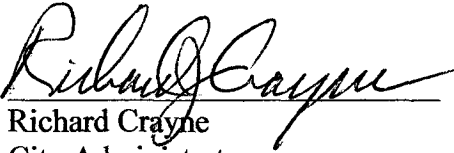
### **Section 38. Terms**

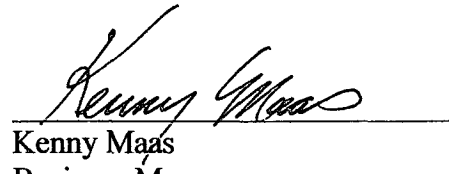
- A. If either of the parties waive a breach of this Agreement by the other party, such waiver shall not be construed as a waiver of any other breach or any subsequent breach of this Agreement.
- B. It is hereby agreed that should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then the article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.
- C. This Agreement shall be bindings on both parties and supersedes all other agreements and understandings by and between the parties.
- D. Upon approval of the City and the Union membership of the Bargaining unit this Agreement shall be effective as of the first day of July 2006, except as otherwise provided, and shall continue in full force and effect through and including the 30th day of June 2007. Further this Agreement shall automatically continue in full force and effect for subsequent annual periods from July 1st to June 30th except as may be amended, modified or altered as provided in Section 35, Amendment.
- E. If during the terms of this contract, the Local Bargaining Unit shall decertify with the Union, this contract shall remain in full force and effect upon both the City and the Local Bargaining Unit, unless amended, modified or altered as provision for-by Section 36, amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives, the 1st day of July 2006.

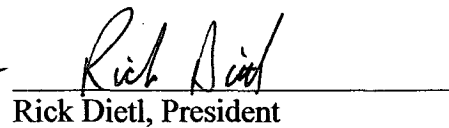
For the City of Waverly, Iowa:

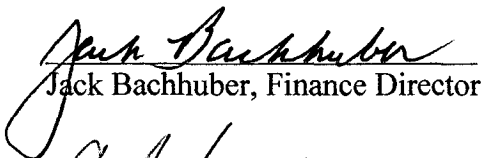
For the International Brotherhood of Electrical Workers  
Local #288 Public Safety Employees:

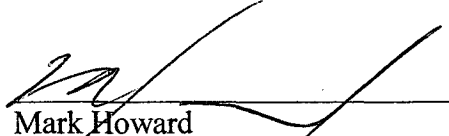
  
Richard Crayne  
City Administrator

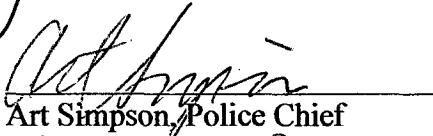
  
Kenny Maas  
Business Manager

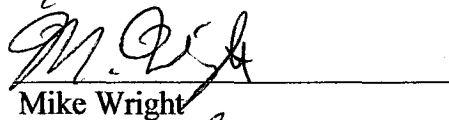
  
Ivan J. Ackerman, Mayor

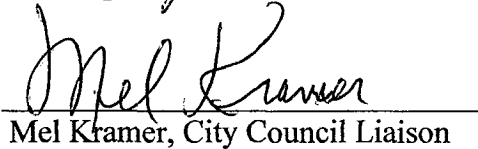
  
Rick Dietl, President

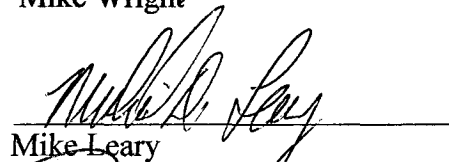
  
Jack Bachhuber, Finance Director

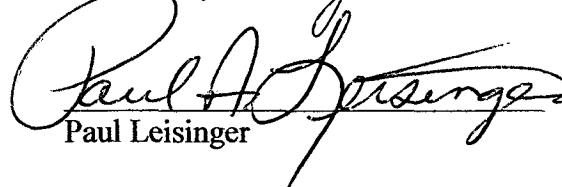
  
Mark Howard

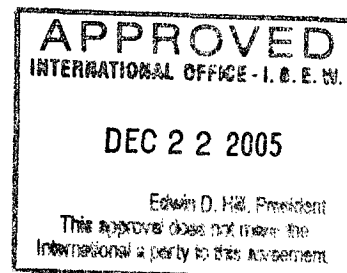
  
Art Simpson, Police Chief

  
Mike Wright

  
Mel Kramer, City Council Liaison

  
Mike Leary

  
Paul Leisinger



**APPENDIX A**

**CLASSIFICATION AND PAY PLAN**

**PUBLIC SAFETY UNIT**

**JULY 1, 2006 – JUNE 30, 2007**

4.25% Increase

Classification	Step 1 (Minimum)	Step 2 (12 Months)	Step 3 (12 Months)	Step 4 (12 Months)	Step 5 (12 Months)
Police Sergeant	\$19.63	\$20.19	\$20.85	\$21.18	\$21.82
Police Detective	\$19.63	\$20.19	\$20.85	\$21.18	\$21.82
Police Officer	\$17.53	\$17.99	\$18.44	\$18.94	\$19.45



## Appendix B

### ELIGIBILITY FOR COVERAGE

Employees eligible for coverage under the Plan shall include only full-time Employees.

### SCHEDULE OF BENEFITS

#### **LIFETIME INDIVIDUAL MAXIMUMS**

For all services combined	\$2,000,000
Substance Abuse Treatment Inpatient/Outpatient combined	\$25,000
Chiropractic Services	\$25,000

#### **CALENDAR YEAR BENEFITS/MAXIMUMS**

	<i><b>PPO</b></i>	<i><b>Non-PPO</b></i>
Deductible	\$250/individual \$500/family	\$250/individual \$500/family
Benefit Percentage	90% until out-of-pocket maximum is reached, then 100%	80% until out-of-pocket maximum is reached, then 100%
Out-of-Pocket Maximum (includes deductible)	\$750/individual \$1,500/family	\$750/individual \$1,500/family
Substance Abuse Treatment Inpatient/Outpatient combined	\$10,000 for PPO and Non-PPO services combined	
Condition Maximums Pre-Existing	\$2,000 per condition for PPO and Non-PPO services combined	

The PPO and Non-PPO Out-of-Pocket Maximums and Deductibles are reciprocal (i.e., charges applied to satisfy the Non-PPO Out-of-Pocket Maximum also satisfy the PPO Out-of-Pocket Maximum and vice versa).

#### **OTHER BENEFIT LEVELS/LIMITATIONS**

	<i><b>PPO</b></i>	<i><b>Non-PPO</b></i>
Office Services	100%, After \$15 Co-payment	Subject to deductible then 80%
Chiropractic Services 26 visits per calendar year \$50 maximum allowable per visit \$25,000 lifetime maximum	100%, After \$15 Co-payment	Subject to deductible then 80%
Home Health Care 100 visits per calendar year	100%	100%
Mental Nervous/Substance Abuse Services Facility and Physical Services Substance Abuse services are limited to \$10,000 per calendar year combined and \$25,000 lifetime maximum		

**OTHER BENEFIT LEVELS/LIMITATIONS (CONTINUED)**

	<b><i>PPO</i></b>	<b><i>Non-PPO</i></b>
<b>Mental Nervous/Substance Abuse Services (Continued)</b>		
Outpatient Limited to 1 visit per week Substance Abuse services are also limited \$1,300 per calendar year	Subject to deductible and 50% benefit package	Subject to deductible and 50% benefit package
Inpatient Limited to 30 days per calendar year	Subject to deductible and benefit package	Subject to deductible and benefit package
Hospice Care		
Inpatient 30 days per calendar year	100%	100%
Outpatient \$1,500 per calendar year	100%	100%
Bereavement Counseling \$500 per family unit during terminal illness \$100 per family unit after death of a covered person	100%	100%
Outpatient Surgery	Subject to benefit package	Subject to benefit package
Pre-admission certification Non-compliance penalty	N/A	Subject to deductible and 50% benefit package
Pre-admission Diagnostic Laboratory and Radiology	100%	100%
Preventative Care Limited to \$500 per individual per Calendar Year. Services include routine Gynecological exams, mammograms, routine Physicals, prostate screening, and well child care visits and immunizations	100%, after \$15 co-payment	Subject to deductible and benefit percentage
Skilled Nursing Facility/ Extended Care Facility 60 days per calendar year Room and Board limited to 50% of room rate of hospital where discharged from	Subject to deductible and benefit percentage	Subject to deductible and benefit percentage
Supplemental Accident Limited to coverage expenses incurred Within 90 days, \$500 maximum benefit Expenses must be submitted within 6 months Of the date of the accident	100%	100%
All other covered services	Subject to deductible and benefit percentage	Subject to deductible and benefit percentage

Furthermore, if any two or more provisions of the Plan would provide benefits for a covered loss, the Plan will pay benefits only under one provision (the provision which provides the greater benefit).

## **Group Drug Card Coverage**

### **Benefits when using the ProVantage Prescription Drug Card**

- Retail pharmacy charges for covered non-maintenance prescriptions.
- Prescriptions filled when using Generic Drugs will require a co-payment of \$10.00.
- Prescriptions filled when using Brand Name (Legend) Drugs will require a co-payment of \$20.00.
- Prescriptions filled when using Formulary Drugs will require a co-payment of \$20.00.
- Prescriptions filled when using the Maintenance Drug Program will require a co-payment of \$20.00.  
Maintenance drugs must be purchased in a three-month (90-day) supply.
- As of April 1, 1997, this coverage will include Nicotine Patches, with a lifetime maximum of three months.
- As of April 1, 1997, this coverage will include Prenatal Vitamins.

## **Group Vision Plan Coverage**

### **Vision Plan Benefits**

- There is no deductible for these services.
- The maximum annual benefit is \$250.
- Vision benefits are paid at 80%
- The benefits include:
  - One eye exam per year.
  - One set of lenses per year.
  - One set of regular contacts per year.
  - Disposable contacts up to the maximum benefit.
  - One pair of frames over a two-year period.

## **Dental Plan Coverage**

### **Dental Plan Benefits**

1. "Type A" services include diagnostic and preventive services.
  - These are paid at 100% with no deductible.
  - Included in these services are check-ups, teeth cleaning, bitewing x-rays.
  - Check the Plan Document for details and limitations.
  
2. "Type B" services include basic services.
  - There is an annual deductible of \$25 for an individual and a maximum \$75 for family.
  - These services are paid at 50% after the deductible payment.
  - Included in these services are basic cavity repair, oral surgery, tooth extractions.
  - Check the Plan Document for details and limitations.
  
3. "Type C" services include major services.
  - There is no annual deductible of \$25 for an individual and a maximum \$75 for family.
  - These services are paid at 50% after the deductible payment.
  - Included in these services are gold fillings, crowns, caps, and surgical treatment.
  - Check the Plan Document for details and limitations.
  
4. "Type D" services include Ortho-Teeth Straightening.
  - There is an annual deductible of \$25 for an individual and a maximum of \$75 for family.
  - This service is for dependent children under the age of 19.
  - This is paid at 50% with a lifetime benefit of \$1,000.

For each covered participant, the Plan provides a combined annual benefit of up to \$1,000 for the above listed Dental Plan services.